

RECORDATION NO.

20879-HH
FILED

ELIAS C. ALVORD (1942)
ELSWORTH C. ALVORD (1964)

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FEB 22 '05 12:34 PM

SURFACE TRANSPORTATION BOARD

OF COUNSEL
URBAN A. LESTER

February 22, 2005

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Supplement No. 5 to General Security Agreement, dated as of February 15, 2005, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Supplement No. 4 to General Security Agreement previously filed with the Board under Recordation Number 20879-W.

The names and addresses of the parties to the enclosed document are:

Collateral Agent: Union Bank of California, N.A. and
Bank of America National Trust and
Savings Association
407 Southwest Broadway
Portland, Oregon 97205

Debtor: Greenbrier Leasing Corporation, Inc.
One Centerpointe Drive
Lake Oswego, Oregon 97035

Debtor: Greenbrier Railcar Inc.
One Centerpointe Drive
Lake Oswego, Oregon 97035

Mr. Vernon A. Williams
February 22, 2005
Page 2

A description of the railroad equipment covered by the enclosed document is:

768 railcars:

AOK 27600 – AOK 27739
AOK 27800 – AOK 27849
AOK 112000 – AOK 112149
AWXX 20551 – AWXX 20576
AWXX 20578 – AWXX 20655 (not inclusive)
CP 320000 – CP 320029
FEC 37202 – FED 37261 (not inclusive)
WC 22250 – WC 22399
WC 37460 – WC 37609

as more particularly set forth in the equipment schedule attached to the document.

A short summary of the document to appear in the index is:

Supplement No. 5 to General Security Agreement.

Also enclosed is a check in the amount of \$32.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/arm
Enclosures

SUPPLEMENT NO. 5
TO
GENERAL SECURITY AGREEMENT

FEB 22 '05 12:34 PM
SURFACE TRANSPORTATION BOARD

THIS SUPPLEMENT NO. 5 (this "Agreement") IS DATED AS OF FEBRUARY 15, 2005. IT SUPPLEMENTS THE GENERAL SECURITY AGREEMENT which is dated as of September 1, 1997, and is made among GREENBRIER LEASING CORPORATION, a Delaware corporation ("GLC"), GREENBRIER RAILCAR, INC., a Delaware corporation ("GRI"), and AUTOSTACK CORPORATION, an Oregon corporation ("AC") (GLC, GRI and AC are sometimes hereinafter referred to individually as a "Grantor" and collectively as "Grantors"), GLC, acting in its capacity as borrowing agent for the Grantors (in such capacity, the "Greenbrier Funds Administrator") and UNION BANK OF CALIFORNIA, N.A., a national banking association, in its capacity as collateral agent (in such capacity, the "Collateral Agent") for the "Secured Parties" (as defined in the Security Agreement referred to above). Capitalized terms used herein but not otherwise defined herein shall have the respective meanings assigned to such terms in or pursuant to the Security Agreement.

RECITALS

A. Grantors, Greenbrier Funds Administrator, Collateral Agent and the other Secured Parties are parties to that certain Amended and Restated Credit Agreement dated as of August 29, 2001 (such Credit Agreement, as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement").

B. The Secured Parties have required, as a condition, among others, to the making of the loans and other extensions of credit under the Credit Agreement that each of the Grantors and Greenbrier Funds Administrator execute and deliver that certain General Security Agreement dated as of September 1, 1997 (such General Security Agreement, as it may be amended, restated, supplemented and otherwise modified and in effect from time to time, the "Security Agreement"), pursuant to which the respective Grantors have granted in favor of Collateral Agent for the benefit of Secured Parties a security interest in the Collateral.

C. Pursuant to the Security Agreement, except for railcars of the respective Grantors, and Leases thereof, in each case set forth from time to time in any supplement to, or in any amendment, restatement or other modifications of, the Security Agreement, each Grantor's Inventory consisting of railcars and Rights to Payment consisting of Leases thereof, are not included in the Collateral.

D. Greenbrier Funds Administrator and Grantors have requested and, on the terms set forth herein, Collateral Agent has agreed, to enter into this Agreement in order (i) to effect the inclusion in the Collateral of the Fifth Supplemental Collateral and (ii) to acknowledge and confirm the security interests in the Collateral, as at any time supplemented, granted by the respective Grantors in favor of Collateral Agent pursuant to the Security Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Recitals. The Recitals set forth above are incorporated herein by this reference thereto as if fully set forth herein.

2. Certain Railcars and Leases of Railcars Included in Collateral; Confirmation of Security Interest in Collateral. Effective as of the date hereof, (i) the Security Agreement is hereby supplemented and amended to include in the definition of the term "Collateral" set forth in Article One thereof the Inventory consisting of those certain railcars set forth on Schedule No. 1 hereto and all Rights to Payment consisting of Leases thereof, in each case whether now owned or existing or hereafter acquired or arising, wherever located, and whether held by any Grantor or any third party, and all accessions and additions to, substitutions and replacements for, and royalties, products and proceeds of, all of the foregoing, including, but not limited to, all insurance and condemnation proceeds (all of the foregoing property, being sometimes herein referred to collectively, as the "Fifth Supplemental Collateral") and (ii) each of the Grantors hereby acknowledges, agrees and confirms that, in order to secure the prompt and complete payment, performance and observance of all obligations, such Grantor has granted to Collateral Agent for the benefit of Secured Parties a security interest in all right title and interest, if any, of such Grantor in and to all of the Collateral, as previously supplemented, and all of the Fifth Supplemental Collateral.

3. Representations, Warranties and Covenants.

3.1 Greenbrier Funds Administrator and each Grantor hereby represent and warrant to Collateral Agent and each of the other Secured Parties that:

(a) this Agreement, and the Security Agreement as supplemented and amended hereby, constitute legal, valid and binding obligations of each of such Persons and are enforceable against each of such Persons in accordance with their respective terms;

(b) before and after giving effect to this Agreement (and recordation hereof with the STB), no Default or Event of Default has occurred and is continuing; and

(c) the execution and delivery by each of such Persons of this Agreement (and recordation hereof with the STB), does not require the consent or approval of any Person.

4. Reference to and Effect on the Security Agreement and the Other Loan Documents.

4.1 Upon the effectiveness of this Agreement, each reference in the Security Agreement to "this Agreement", "hereunder", "hereof", or words of like import, and each

reference in each of the other Loan Documents to the “Security Agreement,” shall in each case mean and be a reference to the Security Agreement as supplemented and amended hereby.

4.2 Except as expressly set forth herein, all of the terms and provisions of the Credit Agreement, the Security Agreement and each of the other Loan Documents, and all other documents, instruments, amendments and agreements executed and/or delivered by Greenbrier Funds Administrator or any Grantor pursuant thereto or in connection therewith shall remain in full force and effect and are hereby ratified and confirmed in all respects.

5. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

6. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Any counterpart which may be delivered by facsimile transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceeding regarding this Agreement.

7. Effectiveness. This Agreement shall become effective as of the date hereof upon execution hereof by each party hereto and delivery of an executed counterpart hereof by or on behalf of such party to Collateral Agent.

8. Governing Law. This agreement and the Security Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict of laws principles.

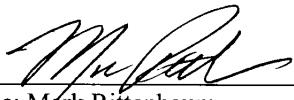
9. Reimbursement. Grantors shall jointly and severally pay or reimburse each of the Secured Parties, including, without limitation, Collateral Agent, for all reasonable costs and expenses, including, without limitation, Attorney’s Costs, expended or incurred by such Secured Party in connection with this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantors and Collateral Agent have executed this Agreement as of the date set forth in the preamble.

THE GRANTORS:

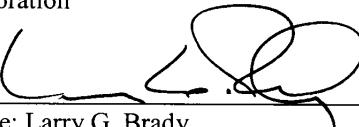
GREENBRIER LEASING CORPORATION, a Delaware corporation, individually and in its capacity as Greenbrier Funds Administrator

By: 
Name: Mark Rittenbaum
Title: Vice President

GREENBRIER RAILCAR, INC., a Delaware corporation

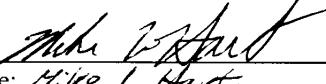
By: 
Name: Mark Rittenbaum
Title: Vice President

AUTOSTACK CORPORATION, an Oregon corporation

By: 
Name: Larry G. Brady
Title: Vice President

COLLATERAL AGENT:

UNION BANK OF CALIFORNIA, N.A.

By: 
Name: Mike L. Hart
Title: S. J.P.

STATE OF OREGON)
COUNTY OF MULTNOMAH) ss
)

On this 18th day of February, 2005, before me personally appeared
Mike Hart to me personally known, who being by me sworn, says that he is the
Vice President of Union Bank of California, N.A., that the foregoing instrument was signed on
behalf of said corporation, and he acknowledged that the execution of the said instrument was his
free act and deed.



Corine Gross

Notary Public for Oregon
My commission expires November 7, 2007.

STATE OF OREGON)
COUNTY OF CLACKAMAS) ss
)

On this 18th day of February 2005, before me personally appeared Mark Rittenbaum to me personally known, who being by me sworn, says that he is the Vice President of Greenbrier Leasing Corporation and the Vice President of Greenbrier Railcar, Inc., and that the foregoing instrument was signed on behalf of said corporations, and he acknowledged that the execution of the said instrument was his free act and deed.



Margaret E. Vallejos
Notary Public for Oregon
My commission expires 5/17/08

STATE OF OREGON)
COUNTY OF CLACKAMAS) ss
)

On this 18th day of February 2005, before me personally appeared Larry G. Brady to me personally known, who being by me sworn, says that he is the Vice President of Autostack Corporation and that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was his free act and deed.



Margaret E. Vallejos
Notary Public for Oregon
My commission expires 5/17/08

SCHEDULE 1
TO
SUPPLEMENT NO. 5
Dated as of February 15, 2005

SUPPLEMENTAL RAILCARS

ATTACHED

\Maximus\SHARED\BANK OF AMERICA-UBANK OF CAL\GLC ACCOUNTS\UNION BANK OF CAL SUP NO 5 TO GEN SEC AGT
FEB 15 2005.doc

SCHEDULE 1

Lease ID:A19-002

Lease between GLC and Albany & Eastern RR

Car Mark	Car #	Built Date
AOK	27800	10/21/2003
AOK	27801	10/21/2003
AOK	27802	10/22/2003
AOK	27803	10/22/2003
AOK	27804	10/22/2003
AOK	27805	10/22/2003
AOK	27806	10/22/2003
AOK	27807	10/30/2003
AOK	27808	10/22/2003
AOK	27809	10/23/2003
AOK	27810	10/23/2003
AOK	27811	10/23/2003
AOK	27812	10/24/2003
AOK	27813	10/24/2003
AOK	27814	10/24/2003
AOK	27815	3/31/2004
AOK	27816	4/2/2004
AOK	27817	4/2/2004
AOK	27818	3/26/2004
AOK	27819	4/2/2004
AOK	27820	4/2/2004
AOK	27821	4/7/2004
AOK	27822	4/2/2004
AOK	27823	4/16/2004
AOK	27824	4/7/2004
AOK	27825	4/16/2004
AOK	27826	4/7/2004
AOK	27827	4/9/2004
AOK	27828	4/7/2004
AOK	27829	4/7/2004
AOK	27830	4/2/2004
AOK	27831	4/9/2004
AOK	27832	4/26/2004
AOK	27833	4/7/2004
AOK	27834	4/14/2004
AOK	27835	4/14/2004
AOK	27836	4/14/2004
AOK	27837	4/9/2004
AOK	27838	4/9/2004
AOK	27839	4/9/2004

Car Mark	Car #	Built Date
AOK	27840	4/9/2004
AOK	27841	4/9/2004
AOK	27842	4/9/2004
AOK	27843	4/16/2004
AOK	27844	4/26/2004
AOK	27845	4/14/2004
AOK	27846	4/9/2004
AOK	27847	4/9/2004
AOK	27848	4/9/2004
AOK	27849	4/16/2004

Number of cars: 50

Lease ID:B01-046

Lease between GLC and BNSF

Car Mark	Car #	Built Date
AOK	112000	10/30/2003
AOK	112001	10/30/2003
AOK	112002	11/4/2003
AOK	112003	11/4/2003
AOK	112004	11/4/2003
AOK	112005	10/31/2003
AOK	112006	11/5/2003
AOK	112007	10/30/2003
AOK	112008	10/30/2003
AOK	112009	10/29/2003
AOK	112010	10/24/2003
AOK	112011	10/24/2003
AOK	112012	11/4/2003
AOK	112013	10/27/2003
AOK	112014	10/27/2003
AOK	112015	11/5/2003
AOK	112016	10/27/2003
AOK	112017	10/28/2003
AOK	112018	11/5/2003
AOK	112019	10/27/2003
AOK	112020	11/4/2003
AOK	112021	10/28/2003
AOK	112022	10/27/2003
AOK	112023	10/28/2003
AOK	112024	10/27/2003
AOK	112025	10/28/2003
AOK	112026	11/5/2003
AOK	112027	10/28/2003
AOK	112028	11/5/2003
AOK	112029	10/28/2003

Car Mark	Car #	Built Date
AOK	112030	11/5/2003
AOK	112031	11/5/2003
AOK	112032	10/28/2003
AOK	112033	11/5/2003
AOK	112034	10/28/2003
AOK	112035	11/5/2003
AOK	112036	10/28/2003
AOK	112037	10/29/2003
AOK	112038	10/29/2003
AOK	112039	11/7/2003
AOK	112040	10/29/2003
AOK	112041	10/29/2003
AOK	112042	11/6/2003
AOK	112043	11/14/2003
AOK	112044	10/30/2003
AOK	112045	11/4/2003
AOK	112046	11/4/2003
AOK	112047	11/6/2003
AOK	112048	11/14/2003
AOK	112049	11/10/2003
AOK	112050	12/15/2003
AOK	112051	12/15/2003
AOK	112052	12/15/2003
AOK	112053	12/15/2003
AOK	112054	12/15/2003
AOK	112055	12/16/2003
AOK	112056	12/15/2003
AOK	112057	12/15/2003
AOK	112058	12/15/2003
AOK	112059	12/15/2003
AOK	112060	12/15/2003
AOK	112061	12/15/2003
AOK	112062	12/15/2003
AOK	112063	12/16/2003
AOK	112064	12/16/2003
AOK	112065	12/16/2003
AOK	112066	12/16/2003
AOK	112067	12/17/2003
AOK	112068	12/17/2003
AOK	112069	12/17/2003
AOK	112070	12/16/2003
AOK	112071	12/16/2003
AOK	112072	12/17/2003
AOK	112073	12/18/2003
AOK	112074	12/18/2003

Car Mark	Car #	Built Date
AOK	112075	12/22/2003
AOK	112076	12/18/2003
AOK	112077	12/18/2003
AOK	112078	12/18/2003
AOK	112079	12/18/2003
AOK	112080	12/23/2003
AOK	112081	12/23/2003
AOK	112082	12/23/2003
AOK	112083	12/19/2003
AOK	112084	12/19/2003
AOK	112085	12/19/2003
AOK	112086	12/19/2003
AOK	112087	12/22/2003
AOK	112088	12/19/2003
AOK	112089	12/19/2003
AOK	112090	12/19/2003
AOK	112091	12/20/2003
AOK	112092	12/20/2003
AOK	112093	12/20/2003
AOK	112094	12/20/2003
AOK	112095	12/20/2003
AOK	112096	12/20/2003
AOK	112097	12/22/2003
AOK	112098	12/22/2003
AOK	112099	12/23/2003
AOK	112100	12/30/2003
AOK	112101	12/30/2003
AOK	112102	12/30/2003
AOK	112103	12/30/2003
AOK	112104	1/15/2004
AOK	112105	12/30/2003
AOK	112106	1/15/2004
AOK	112107	1/5/2004
AOK	112108	1/6/2004
AOK	112109	1/5/2004
AOK	112110	1/6/2004
AOK	112111	1/5/2004
AOK	112112	1/8/2004
AOK	112113	1/6/2004
AOK	112114	1/6/2004
AOK	112115	1/8/2004
AOK	112116	1/8/2004
AOK	112117	1/8/2004
AOK	112118	1/8/2004
AOK	112119	1/8/2004

Car Mark	Car #	Built Date
AOK	112120	1/26/2004
AOK	112121	1/8/2004
AOK	112122	1/8/2004
AOK	112123	1/16/2004
AOK	112124	1/9/2004
AOK	112125	1/6/2004
AOK	112126	1/9/2004
AOK	112127	1/9/2004
AOK	112128	1/6/2004
AOK	112129	1/26/2004
AOK	112130	1/8/2004
AOK	112131	1/9/2004
AOK	112132	1/9/2004
AOK	112133	1/12/2004
AOK	112134	1/12/2004
AOK	112135	1/12/2004
AOK	112136	1/12/2004
AOK	112137	1/12/2004
AOK	112138	1/16/2004
AOK	112139	1/15/2004
AOK	112140	1/16/2004
AOK	112141	1/20/2004
AOK	112142	2/4/2004
AOK	112143	1/26/2004
AOK	112144	2/4/2004
AOK	112145	1/20/2004
AOK	112146	2/4/2004
AOK	112147	2/4/2004
AOK	112148	2/4/2004
AOK	112149	1/21/2004
Number of cars:	150	

Lease ID: C09-020

Lease between GLC and Canadian Pacific Railway Co.

Car Mark	Car #	Built Date
CP	320000	3/18/2003
CP	320001	6/17/2003
CP	320002	7/11/2003
CP	320003	7/11/2003
CP	320004	7/10/2003
CP	320005	6/17/2003
CP	320006	6/17/2003
CP	320007	4/3/2003
CP	320008	4/3/2003
CP	320009	4/7/2003

Car Mark	Car #	Built Date
CP	320010	4/8/2003
CP	320011	4/15/2003
CP	320012	4/15/2003
CP	320013	4/17/2003
CP	320014	4/17/2003
CP	320015	4/17/2003
CP	320016	4/21/2003
CP	320017	4/22/2003
CP	320018	4/23/2003
CP	320019	4/24/2003
CP	320020	4/25/2003
CP	320021	4/28/2003
CP	320022	4/29/2003
CP	320023	4/30/2003
CP	320024	5/1/2003
CP	320025	5/6/2003
CP	320026	5/8/2003
CP	320027	5/6/2003
CP	320028	5/8/2003
CP	320029	5/9/2003

Number of cars: 30

Lease ID:D07-001

Lease between GLC and Dequeen and Eastern RR

Car Mark	Car #	Built Date
AOK	27665	10/11/2003
AOK	27666	10/15/2003
AOK	27667	10/15/2003
AOK	27668	10/15/2003
AOK	27669	10/18/2003
AOK	27670	10/16/2003
AOK	27671	10/16/2003
AOK	27672	10/16/2003
AOK	27673	10/16/2003
AOK	27674	10/17/2003
AOK	27675	10/17/2003
AOK	27676	10/17/2003
AOK	27677	10/17/2003
AOK	27678	10/17/2003
AOK	27679	10/17/2003
AOK	27680	10/27/2003
AOK	27681	10/17/2003
AOK	27682	10/17/2003
AOK	27683	10/18/2003

Car Mark	Car #	Built Date
AOK	27684	10/18/2003
AOK	27685	10/25/2003
AOK	27686	10/18/2003
AOK	27687	10/18/2003
AOK	27688	10/18/2003
AOK	27689	10/20/2003
AOK	27690	3/31/2004
AOK	27691	3/26/2004
AOK	27692	4/9/2004
AOK	27693	4/9/2004
AOK	27694	4/9/2004
AOK	27695	4/14/2004
AOK	27696	3/25/2004
AOK	27697	3/25/2004
AOK	27698	4/2/2004
AOK	27699	3/25/2004
AOK	27700	3/25/2004
AOK	27701	3/25/2004
AOK	27702	3/26/2004
AOK	27703	3/25/2004
AOK	27704	3/25/2004
AOK	27705	3/25/2004
AOK	27706	3/25/2004
AOK	27707	3/25/2004
AOK	27708	3/25/2004
AOK	27709	3/25/2004
AOK	27710	3/25/2004
AOK	27711	3/25/2004
AOK	27712	3/25/2004
AOK	27713	3/25/2004
AOK	27714	3/25/2004
AOK	27715	3/25/2004
AOK	27716	3/25/2004
AOK	27717	3/26/2004
AOK	27718	3/25/2004
AOK	27719	3/26/2004
AOK	27720	3/26/2004
AOK	27721	3/26/2004
AOK	27722	3/26/2004
AOK	27723	3/26/2004
AOK	27724	3/26/2004
AOK	27725	3/26/2004
AOK	27726	3/26/2004
AOK	27727	3/25/2004
AOK	27728	3/26/2004

Car Mark	Car #	Built Date
AOK	27729	3/26/2004
AOK	27730	3/26/2004
AOK	27731	3/26/2004
AOK	27732	3/26/2004
AOK	27733	4/9/2004
AOK	27734	3/26/2004
AOK	27735	3/31/2004
AOK	27736	4/2/2004
AOK	27737	4/7/2004
AOK	27738	3/26/2004
AOK	27739	4/2/2004

Number of cars: 75

Lease ID: E02-004

Lease between GLC and ECDC Environmental

Car Mark	Car #	Built Date
AWXX	20551	1/6/2004
AWXX	20552	1/6/2004
AWXX	20553	1/8/2004
AWXX	20554	1/8/2004
AWXX	20555	1/12/2004
AWXX	20556	1/12/2004
AWXX	20557	1/12/2004
AWXX	20558	1/20/2004
AWXX	20559	1/20/2004
AWXX	20560	1/20/2004
AWXX	20561	1/20/2004
AWXX	20562	1/30/2004
AWXX	20563	1/30/2004
AWXX	20564	3/8/2004
AWXX	20565	3/8/2004
AWXX	20566	3/5/2004
AWXX	20567	3/5/2004
AWXX	20568	3/5/2004
AWXX	20569	3/5/2004
AWXX	20570	3/8/2004
AWXX	20571	3/12/2004
AWXX	20572	3/12/2004
AWXX	20573	3/12/2004
AWXX	20574	3/16/2004
AWXX	20575	3/16/2004

Number of cars: 25

Lease ID:E02-005

Lease between GLC and ECDC Environmental

Car Mark	Car #	Built Date
AWXX	20576	10/15/2003
AWXX	20578	10/15/2003
AWXX	20579	10/15/2003
AWXX	20580	10/15/2003
AWXX	20581	10/17/2003
AWXX	20582	10/17/2003
AWXX	20584	10/21/2003
AWXX	20585	10/21/2003
AWXX	20586	10/24/2003
AWXX	20587	11/17/2003
AWXX	20588	10/24/2003
AWXX	20589	10/24/2003
AWXX	20591	10/28/2003
AWXX	20592	10/28/2003
AWXX	20594	10/30/2003
AWXX	20595	10/30/2003
AWXX	20596	10/31/2003
AWXX	20598	11/4/2003
AWXX	20599	11/12/2003
AWXX	20600	11/17/2003
AWXX	20601	10/24/2003
AWXX	20602	11/4/2003
AWXX	20603	11/4/2003
AWXX	20604	11/5/2003
AWXX	20606	12/11/2003
AWXX	20607	11/6/2003
AWXX	20609	11/10/2003
AWXX	20610	11/10/2003
AWXX	20612	11/12/2003
AWXX	20613	11/13/2003
AWXX	20614	11/12/2003
AWXX	20615	11/13/2003
AWXX	20616	11/1/2003
AWXX	20617	11/14/2003
AWXX	20618	11/14/2003
AWXX	20619	11/14/2003
AWXX	20620	12/11/2003
AWXX	20621	12/11/2003
AWXX	20622	11/18/2003
AWXX	20623	11/18/2003
AWXX	20624	12/10/2003
AWXX	20625	12/10/2003

Car Mark	Car #	Built Date
AWXX	20626	12/10/2003
AWXX	20627	12/11/2003
AWXX	20629	11/21/2003
AWXX	20631	12/10/2003
AWXX	20632	12/10/2003
AWXX	20633	12/10/2003
AWXX	20635	12/12/2003
AWXX	20638	12/12/2003
AWXX	20639	12/12/2003
AWXX	20640	12/15/2003
AWXX	20641	12/15/2003
AWXX	20642	12/15/2003
AWXX	20643	12/17/2003
AWXX	20644	12/17/2003
AWXX	20645	12/17/2003
AWXX	20646	12/17/2003
AWXX	20647	12/19/2003
AWXX	20648	12/22/2003
AWXX	20649	12/22/2003
AWXX	20650	12/22/2003
AWXX	20651	12/22/2003
AWXX	20652	12/23/2003
AWXX	20654	12/23/2003
AWXX	20655	12/23/2003
FEC	37202	10/15/2003
FEC	37208	10/21/2003
FEC	37215	10/24/2003
FEC	37222	10/31/2003
FEC	37236	11/12/2003
FEC	37253	12/11/2003
FEC	37261	12/11/2003

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Lease between GLC and GWI Leasing

Car Mark	Car #	Built Date
AOK	27600	9/19/2003
AOK	27601	10/2/2003
AOK	27602	10/3/2003
AOK	27603	9/19/2003
AOK	27604	9/13/2003
AOK	27605	9/13/2003
AOK	27606	9/17/2003
AOK	27607	9/16/2003
AOK	27608	9/17/2003

Car Mark	Car #	Built Date
AOK	27609	9/20/2003
AOK	27610	9/17/2003
AOK	27611	9/17/2003
AOK	27612	9/13/2003
AOK	27613	9/16/2003
AOK	27614	9/17/2003
AOK	27615	9/13/2003
AOK	27616	9/16/2003
AOK	27617	9/16/2003
AOK	27618	9/16/2003
AOK	27619	9/19/2003
AOK	27620	9/19/2003
AOK	27621	9/20/2003
AOK	27622	10/3/2003
AOK	27623	9/16/2003
AOK	27624	9/16/2003
AOK	27625	9/16/2003
AOK	27626	9/16/2003
AOK	27627	9/16/2003
AOK	27628	9/16/2003
AOK	27629	9/16/2003
AOK	27630	9/16/2003
AOK	27631	9/16/2003
AOK	27632	9/17/2003
AOK	27633	9/17/2003
AOK	27634	9/17/2003
AOK	27635	9/17/2003
AOK	27636	9/17/2003
AOK	27637	9/17/2003
AOK	27638	9/17/2003
AOK	27639	9/18/2003
AOK	27640	9/18/2003
AOK	27641	9/18/2003
AOK	27642	9/18/2003
AOK	27643	9/18/2003
AOK	27644	10/4/2003
AOK	27645	9/18/2003
AOK	27646	9/18/2003
AOK	27647	9/18/2003
AOK	27648	9/19/2003
AOK	27649	9/19/2003
AOK	27650	10/4/2003
AOK	27651	9/19/2003
AOK	27652	10/9/2003
AOK	27653	10/22/2003

Car Mark	Car #	Built Date
AOK	27654	9/19/2003
AOK	27655	9/19/2003
AOK	27656	9/20/2003
AOK	27657	9/20/2003
AOK	27658	9/20/2003
AOK	27659	9/22/2003
AOK	27660	9/22/2003
AOK	27661	9/22/2003
AOK	27662	9/22/2003
AOK	27663	9/23/2003
AOK	27664	10/10/2003

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Lease between GLC and Wisconsin Central

Car Mark	Car #	Built Date
WC	37460	9/15/2004
WC	37461	9/17/2004
WC	37462	9/10/2004
WC	37463	9/18/2004
WC	37464	9/18/2004
WC	37465	9/18/2004
WC	37466	9/18/2004
WC	37467	9/10/2004
WC	37468	9/13/2004
WC	37469	9/13/2004
WC	37470	9/10/2004
WC	37471	9/17/2004
WC	37472	9/10/2004
WC	37473	9/10/2004
WC	37474	9/10/2004
WC	37475	9/10/2004
WC	37476	9/10/2004
WC	37477	9/10/2004
WC	37478	10/4/2004
WC	37479	9/10/2004
WC	37480	10/11/2004
WC	37481	9/10/2004
WC	37482	9/10/2004
WC	37483	9/10/2004
WC	37484	9/10/2004
WC	37485	9/10/2004
WC	37486	9/10/2004
WC	37487	9/10/2004
WC	37488	9/13/2004

Car Mark	Car #	Built Date
WC	37489	9/10/2004
WC	37490	9/13/2004
WC	37491	9/13/2004
WC	37492	9/13/2004
WC	37493	9/13/2004
WC	37494	9/13/2004
WC	37495	9/17/2004
WC	37496	9/13/2004
WC	37497	9/15/2004
WC	37498	9/13/2004
WC	37499	9/15/2004
WC	37500	9/15/2004
WC	37501	9/13/2004
WC	37502	9/15/2004
WC	37503	9/20/2004
WC	37504	9/15/2004
WC	37505	9/15/2004
WC	37506	9/15/2004
WC	37507	9/15/2004
WC	37508	9/15/2004
WC	37509	9/15/2004
WC	37510	10/11/2004
WC	37511	9/15/2004
WC	37512	9/18/2004
WC	37513	9/22/2004
WC	37514	9/15/2004
WC	37515	9/17/2004
WC	37516	9/17/2004
WC	37517	10/11/2004
WC	37518	10/11/2004
WC	37519	9/20/2004
WC	37520	10/11/2004
WC	37521	9/20/2004
WC	37522	10/11/2004
WC	37523	9/17/2004
WC	37524	9/17/2004
WC	37525	9/17/2004
WC	37526	9/17/2004
WC	37527	9/18/2004
WC	37528	9/18/2004
WC	37529	9/22/2004
WC	37530	9/18/2004
WC	37531	9/20/2004
WC	37532	10/11/2004
WC	37533	9/22/2004

Car Mark	Car #	Built Date
WC	37534	9/22/2004
WC	37535	9/22/2004
WC	37536	9/22/2004
WC	37537	9/22/2004
WC	37538	9/30/2004
WC	37539	9/29/2004
WC	37540	9/22/2004
WC	37541	9/22/2004
WC	37542	9/22/2004
WC	37543	9/22/2004
WC	37544	9/29/2004
WC	37545	9/29/2004
WC	37546	9/22/2004
WC	37547	9/22/2004
WC	37548	9/29/2004
WC	37549	9/29/2004
WC	37550	9/29/2004
WC	37551	10/4/2004
WC	37552	10/4/2004
WC	37553	9/29/2004
WC	37554	9/29/2004
WC	37555	10/4/2004
WC	37556	9/29/2004
WC	37557	9/29/2004
WC	37558	9/29/2004
WC	37559	10/4/2004
WC	37560	10/4/2004
WC	37561	9/30/2004
WC	37562	10/4/2004
WC	37563	10/4/2004
WC	37564	10/4/2004
WC	37565	10/4/2004
WC	37566	9/30/2004
WC	37567	10/4/2004
WC	37568	9/30/2004
WC	37569	10/4/2004
WC	37570	10/4/2004
WC	37571	10/4/2004
WC	37572	10/4/2004
WC	37573	10/4/2004
WC	37574	10/4/2004
WC	37575	10/4/2004
WC	37576	10/11/2004
WC	37577	10/4/2004
WC	37578	10/4/2004

Car Mark	Car #	Built Date
WC	37579	10/4/2004
WC	37580	10/4/2004
WC	37581	10/4/2004
WC	37582	10/11/2004
WC	37583	10/11/2004
WC	37584	10/4/2004
WC	37585	11/4/2004
WC	37586	11/12/2004
WC	37587	11/8/2004
WC	37588	11/8/2004
WC	37589	11/8/2004
WC	37590	11/15/2004
WC	37591	11/8/2004
WC	37592	11/4/2004
WC	37593	11/4/2004
WC	37594	11/8/2004
WC	37595	11/8/2004
WC	37596	11/4/2004
WC	37597	11/4/2004
WC	37598	11/8/2004
WC	37599	11/4/2004
WC	37600	11/4/2004
WC	37601	11/4/2004
WC	37602	11/4/2004
WC	37603	11/4/2004
WC	37604	11/8/2004
WC	37605	11/8/2004
WC	37606	11/15/2004
WC	37607	11/4/2004
WC	37608	11/4/2004
WC	37609	11/4/2004
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Lease between GLC and Wisconsin Central

Car Mark	Car #	Built Date
WC	22250	11/19/2004
WC	22251	11/16/2004
WC	22252	11/16/2004
WC	22253	11/23/2004
WC	22254	11/24/2004
WC	22255	11/18/2004
WC	22256	11/26/2004
WC	22257	11/18/2004
WC	22258	11/18/2004

Car Mark	Car #	Built Date
WC	22259	11/18/2004
WC	22260	11/29/2004
WC	22261	11/29/2004
WC	22262	11/22/2004
WC	22263	11/19/2004
WC	22264	11/19/2004
WC	22265	11/22/2004
WC	22266	11/22/2004
WC	22267	11/29/2004
WC	22268	11/23/2004
WC	22269	11/24/2004
WC	22270	11/23/2004
WC	22271	11/22/2004
WC	22272	11/22/2004
WC	22273	11/22/2004
WC	22274	11/30/2004
WC	22275	11/30/2004
WC	22276	11/30/2004
WC	22277	11/24/2004
WC	22278	11/23/2004
WC	22279	11/24/2004
WC	22280	11/30/2004
WC	22281	11/25/2004
WC	22282	11/25/2004
WC	22283	11/25/2004
WC	22284	11/25/2004
WC	22285	11/26/2004
WC	22286	11/26/2004
WC	22287	11/25/2004
WC	22288	11/26/2004
WC	22289	11/26/2004
WC	22290	11/26/2004
WC	22291	11/29/2004
WC	22292	11/29/2004
WC	22293	11/29/2004
WC	22294	11/30/2004
WC	22295	11/30/2004
WC	22296	11/30/2004
WC	22297	11/30/2004
WC	22298	11/30/2004
WC	22299	11/30/2004
WC	22300	11/30/2004
WC	22301	11/30/2004
WC	22302	11/30/2004
WC	22303	12/1/2004

Car Mark	Car #	Built Date
WC	22304	12/1/2004
WC	22305	12/2/2004
WC	22306	12/6/2004
WC	22307	12/2/2004
WC	22308	12/2/2004
WC	22309	12/2/2004
WC	22310	12/2/2004
WC	22311	12/2/2004
WC	22312	12/8/2004
WC	22313	12/8/2004
WC	22314	12/8/2004
WC	22315	12/8/2004
WC	22316	12/8/2004
WC	22317	12/8/2004
WC	22318	12/8/2004
WC	22319	12/8/2004
WC	22320	12/8/2004
WC	22321	12/8/2004
WC	22322	12/8/2004
WC	22323	12/8/2004
WC	22324	12/8/2004
WC	22325	12/8/2004
WC	22326	12/9/2004
WC	22327	12/9/2004
WC	22328	12/10/2004
WC	22329	12/9/2004
WC	22330	12/9/2004
WC	22331	12/10/2004
WC	22332	12/10/2004
WC	22333	12/13/2004
WC	22334	12/13/2004
WC	22335	12/13/2004
WC	22336	12/15/2004
WC	22337	12/13/2004
WC	22338	12/10/2004
WC	22339	12/15/2004
WC	22340	12/15/2004
WC	22341	12/13/2004
WC	22342	12/15/2004
WC	22343	12/14/2004
WC	22344	12/14/2004
WC	22345	12/14/2004
WC	22346	12/14/2004
WC	22347	12/15/2004
WC	22348	12/15/2004

Car Mark	Car #	Built Date
WC	22349	12/15/2004
WC	22350	12/15/2004
WC	22351	12/15/2004
WC	22352	12/15/2004
WC	22353	12/17/2004
WC	22354	12/20/2004
WC	22355	12/20/2004
WC	22356	1/14/2005
WC	22357	12/22/2004
WC	22358	12/20/2004
WC	22359	12/20/2004
WC	22360	12/20/2004
WC	22361	12/20/2004
WC	22362	12/22/2004
WC	22363	12/22/2004
WC	22364	1/14/2005
WC	22365	1/14/2005
WC	22366	1/14/2005
WC	22367	1/14/2005
WC	22368	1/14/2005
WC	22369	12/22/2004
WC	22370	12/22/2004
WC	22371	12/23/2004
WC	22372	12/23/2004
WC	22373	12/23/2004
WC	22374	1/5/2005
WC	22375	1/10/2005
WC	22376	1/4/2005
WC	22377	1/10/2005
WC	22378	1/12/2005
WC	22379	1/12/2005
WC	22380	1/12/2005
WC	22381	1/10/2005
WC	22382	1/10/2005
WC	22383	1/10/2005
WC	22384	1/10/2005
WC	22385	1/12/2005
WC	22386	1/12/2005
WC	22387	1/10/2005
WC	22388	1/12/2005
WC	22389	1/12/2005
WC	22390	1/12/2005
WC	22391	1/12/2005
WC	22392	1/12/2005
WC	22393	1/12/2005

Car Mark	Car #	Built Date
WC	22394	1/12/2005
WC	22395	1/12/2005
WC	22396	1/12/2005
WC	22397	1/12/2005
WC	22398	1/12/2005
WC	22399	1/12/2005

Number of cars: 150

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